UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK	X	DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: 05/06/2024
RURADAN CORPORATION,	: :	
Plaintiff,	:	
,	:	22-cv-3074 (LJL)
-V-	:	
	:	<u>ORDER</u>
CITY OF NEW YORK ET AL.,	:	
	:	
Defendants.	:	
	:	
	X	

LEWIS J. LIMAN, United States District Judge:

The Court is in receipt of the letters of Plaintiff, Toasties Defendants, and the City regarding the Court's ability to exercise supplemental jurisdiction over the state-law breach of contract claim that remains pending in this case. *See* Dkt. Nos. 171, 176, 177. "A federal court is obligated to assure itself of its own jurisdiction, *sua sponte* if necessary, and in doing so it must apply the law as it understands it, and as it is bound by precedent." *In re Refco, Inc. Secs. Litig.*, 628 F. Supp. 2d 432, 439 (S.D.N.Y. 2008). In light of the issue regarding the Court's ability to exercise supplemental jurisdiction over the remaining state-law breach of contract claim, and the Court's obligation to assure itself of its jurisdiction, the Court will hear oral argument on the issue on May 14, 2024 at 9:30 AM in Courtroom 15C, 500 Pearl Street, New York, NY 10007.

The parties should be prepared to address, among other issues, whether the Court's dismissal of Plaintiff's claims against the City under the Takings Clause and the Due Process Clause of the United States Constitution pursuant to Rule 12(b)(6) for failure to state a claim, without any finding that Plaintiff had abandoned its request for monetary damages with respect

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to those claims, *see* Dkt. No. 89, is of any import to the Court's ability to exercise supplemental jurisdiction over the remaining state-law breach of contract claim.

The City is invited to attend and to participate in argument.

SO ORDERED.

Dated: May 6, 2024

New York, New York

LEWIS J. LIMAN

United States District Judge